

### **AGREEMENT AND GENERAL RELEASE**

The undersigned Frank Van Leeuwen ("you") and General Electric Company ("Company") have entered into the following Agreement.

1. **Payment to you.** Based on a compromise of the good faith dispute between you and the Company in regard to payment of certain wages and/or penalties you claim you are owed, the Company will pay a total of \$16,000, as full and final payment for any and all monies that you claim the Company owes you in the form of damages, penalties, wages and/or interest pursuant for any alleged violation of wage and hour laws and regulations or other employment law statutes and regulations. The Company has agreed to divide the total payment as follows: \$4,012.50 for back pay (subject to required withholdings), \$4,012.50 for Employee's claims for other damages (i.e., compensatory and liquidated damages for which there shall not be withholding), and \$7,975 to be paid directly to Employee's attorney, Barrett & Farahany, LLP (which shall first submit a W-9 and will be issued a 1099 form at the appropriate time). The payments described above shall be remitted by to Plaintiff's attorneys within (10) days of the Court's entry of an order approving the parties' settlement and dismissing the district court action.

2. **Complete Release of Claims.** You irrevocably and unconditionally release any and all claims, promises, debts, causes of action or similar rights for damages, penalties, wages and/or interest under any federal, state or local laws whether based on statute, regulation, administrative order or common law, that you may now have or which may arise before you sign this Agreement against the Company and all of its past and present owners, employees, officers, directors, representatives, affiliates, assigns, attorneys, agents, insurers, benefit plans and any other persons acting by, through, under or in concert with any of said persons or entities. This release includes all known or unknown claims that you presently may have arising out of your employment with the Company which includes, for example, claims under the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With Disabilities Act, or any other federal, state, or local common law, statute, regulation, or law of any other type. You understand that you are not releasing any rights or claims arising after the date of this Agreement. This release covers claims for damages, penalties, wages and/or interest that you know about and claims that you may not know about. You understand the significance of your release of unknown claims.

The Company, and its officers, directors, and employees, and Releasees, hereby agree to be bound by the terms of this Agreement, and hereby release, waive and forever discharge Employee, and his heirs, executors, administrators, agents, representatives, successors, or assigns without limitation, from any and all claims,

lawsuits, demands, and cause of action, known or unknown, arising out of Employee's employment or separation with Company and this Agreement.

3. No Pursuit of Dismissed Or Released Claims. You promise never to file or prosecute a lawsuit or other complaint or charge asserting any claims that are dismissed or released in this Agreement. You represent that you have not filed or caused to be filed any lawsuit, complaint or charge with respect to any claim this Agreement releases, other than Civil Action No. 1:14-cv-3215 in the Northern District of Georgia, which you have agreed to dismiss as part of this settlement.

4. Non-Admission of Liability. This Agreement shall not be deemed an admission by the Company of any wrongdoing or that any monies are or were owed to you.

5. Confidentiality: You agree that you have kept and will keep completely confidential the fact, amount and terms of this Agreement, except as to your spouse and tax advisors and, even as to such person, only if the person agrees to honor this confidentiality requirement. You understand that such a person's violation of this confidentiality requirement will be treated as a violation of this Agreement by you. You agree that any disclosure of information or other action contrary to the terms of this Paragraph 5 by you or anyone else you inform would cause the Company and/or other Company Releasees injury and damage, the actual amount of which would be impractical or extremely difficult to determine. Accordingly, you agree that the Company shall be entitled to recover from you the full amount of the settlement sum identified in Paragraph 1 should you disclose any of the above-listed information or take any other action in violation of the terms of this Paragraph.

6. Taxes: You are responsible for paying any taxes on amounts you receive because you signed this Agreement. You agree to indemnify the Company for all expenses, penalties, or interest charges it incurs as a result of not paying payroll taxes on, or withholding taxes from, amounts paid under this Agreement. You further agree not to make any claim against the Company or any other person based on how the Company reports amounts paid under this Agreement to tax authorities or if an adverse determination is made as to the tax treatment of any amounts payable under this Agreement. In addition, you understand and agree that the Company has no duty to try to prevent such an adverse determination.

7. Severability: The provisions of this Agreement are severable. If any part of it is found to be unenforceable, all other provisions shall remain fully valid and enforceable.

8. Voluntary Agreement: You represent and agree that you have carefully read this Agreement, that you understand all of its terms, and that you are entering into it knowingly and voluntarily.

9. No Representations: You represent that in signing this Agreement, you do not rely on nor have you relied on any representation or statement not specifically set forth in this Agreement.

10. Entire Agreement: This is the entire Agreement between you and the Company; it may not be modified or canceled in any manner except by a writing signed by both the Company and you. You acknowledge that the Company has made no promises to you other than those in this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS  
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WITNESS OF VOLUNTARY SIGNATURE OF FRANK VAN LEEUWEN:

Signature Frank Van Leeuwen Date 12/9/14

General Electric Company

Michael Dubus

By: MICHAEL DUBUS EXECUTIVE COUNSEL LABOR & EMPLOYMENT  
Date: 12-11-14